

**CITY OF FORT LAUDERDALE**

**REQUEST FOR PROPOSALS**

**RFP #712-8339**

**Interior Exterminating and Pest Control Services**

Issued for the Parks and Recreation Department  
By the Administrative Services Department, Purchasing Division

Procurement Specialist II, Richard Ewell, CPPB

Proposals Due (Prior to 2:00 pm): 8/28/00

--

## **PART 1. INTRODUCTION/INFORMATION**

### **1.1 PURPOSE**

The City of Fort Lauderdale Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide interior exterminating and pest control services, in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

### **1.2 LOCATIONS**

Street addresses for specific facilities are listed in the proposal pages. Each location has specific physical characteristics, which may vary the services and frequency of services. All services provided shall be in accordance with the times specified in the RFP unless otherwise agreed to by designated City personnel.

### **1.3 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFP, contact:

**Richard Ewell, CPPB**  
**City of Fort Lauderdale Purchasing Division**  
**(954) 761-5138**  
**RichardE@cityfort.com**

For information concerning the technical specifications or scope of services, contact:

**Gina Joachim**  
**City of Fort Lauderdale Parks & Recreation Department**  
**(954) 761-5786**  
**GinaJ@cityfort.com**

Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to:

**City of Fort Lauderdale**  
**Purchasing Division**  
**100 N. Andrews Avenue**  
**Fort Lauderdale, FL 33301**  
**Attention: Richard Ewell, CPPB**

To facilitate prompt receipt of questions, they may be sent via FAX, to:

**City of Fort Lauderdale, Purchasing Division. (954) 761-5576.**

Questions of a material nature must be received prior to the date specified in the RFP Schedule.

**Proposers Please Note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.**

**1.4 ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or their principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one agency similar in size and complexity to the City of Fort Lauderdale. The proposer must also demonstrate sufficient capacity (materials, supplies and manpower) to complete services as outlined in this RFP.

**1.5 AWARD**

Award shall be based on the information submitted. The City reserves the right to consider, in making the award, the bidders past performance, client references, qualifications, length of time providing the services, business facility, number and experience of staff, equipment, scheduling methods and the financial stability of the bidder. Award may be by group or item, whichever is determined to be in the best interest of the City.

**1.6 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area.

If proposers are considering minority or women-owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward

County, Florida, *Division of Equal Employment and Small Business Opportunity.*  
Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## **PART 2. RFP SCHEDULE**

<b>Release RFP</b>	<b>7/24/00</b>
<b>Last day for receipt of questions of a material nature</b>	<b>8/11/00</b>
<b>Addendum Release (if required)</b>	<b>8/15/00</b>
<b>PROPOSAL DUE (Prior to 2:00 PM)</b>	<b>8/28/00</b>

## **PART 3. SPECIAL CONDITIONS**

### **3.1 GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 1/92 (GC) are included and made a part of this RFP on pages 23 – 29.

### **3.2 INSPECTION INFORMATION**

The bidder should inspect the buildings and facilities to be serviced prior to submission of a proposal. No variation in price or conditions shall be permitted based on claim of ignorance.

Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required. To set up inspection appointments, contact Gina Joachim at (954) 761-5786 or: Sandra Damasio of the Fire Department at 954-759-6084; Joe Molnar of the Police Department at 954-527-6919; and Vince Schiano of City Hall at 954-761-5133.

### **3.3 MEASUREMENTS**

The square footage noted are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job; therefore, the total offer must be based on the accurate measurements by bidders during the inspection. Failure to do so will be at the bidder=s risk.

### **3.4 VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

### **3.5 NEWS RELEASES/PUBLICITY**

News releases, publicity releases or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

### **3.6 RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **3.7 PROPOSERS= COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### **3.8 RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested

in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

### **3.9 CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposers response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

### **3.10 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **3.11 CONTRACT PERIOD**

The initial contract term shall commence upon final execution of the contract or October 1, 2000, whichever is later, and shall be for a **two year** period. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

### **3.12 INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the costs and shall specify the status of the particular task or project as of the date of the invoice as regards to the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractors work product, and agreement cannot be reached between the City and the Contractor to resolve the problem

to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

### **3.13 CONTRACT COST ADJUSTMENTS**

The costs as proposed and accepted by the City shall be firm for the first year of the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. But, unless very unusual or significant changes have occurred, such increases shall not exceed five (5%) percent per year of the costs for the prior contract term OR the latest yearly percentage increase in the All Urban Consumers Price Index, (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept. of Labor, whichever is greater. The yearly increase, or decrease in the CPI shall be that latest Index published and available ninety (90) days prior to the contract anniversary date compared to the same Index one year earlier. Any requested price adjustments shall be submitted to the City at least sixty (60) days prior to the contract anniversary date. Any approved price adjustment shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall expect to receive, from the Contractor, a reasonable reduction in prices that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be canceled by the City upon giving thirty (30) days written notice to the Contractor.

### **3.14 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to specific facilities, the City may require similar work for other City Departments or facilities. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

### **3.15 DELETION OR MODIFICATION**

The City reserves the right to delete any portion of this contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage

of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

### **3.16 ADDITIONAL ITEMS/SERVICES**

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

### **3.17 WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

### **3.18 SUBCONTRACTING**

In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with sufficient background information to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate.

### **3.19 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

### **3.20 INSURANCE**

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an *Additional Insured* with relation to Commercial



General Liability Insurance. Costs for adding the City as *AAdditional Insured*≡ will be at the Contractor=s expense.

**3.20.1 Workers= Compensation & Employer=s Liability Insurance**

**Limits: Workers= Compensation: Statutory**

**Employer=s Liability: \$100,000.00**

**3.20.2 Commercial General Liability Insurance**

**Limits: Combined Bodily Injury/Property Damage: \$1,000,000.00**

**3.20.3 Comprehensive Automobile Liability**

**(Owned, Leased and Hired Vehicles)**

**Limits: Combined Bodily Injury/Property Damage: \$500,000.00**

A copy of your Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide an original Certificate naming the City as *AAdditional Insured*≡.

Original Certificates will be required prior to commencement of work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

**3.21 INDEMNITY HOLD HARMLESS AGREEMENT**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

**3.22 RECORDS, AUDITS**

The accounts and financial records, with respect to the services performed under the contract, shall be kept separate or identifiable from those relating to the Contractor=s other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City=s Internal Auditor, or representative for inspection and audit all records and files relative to this contract. The Contractor shall maintain and make available such records and files for the duration of the contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor=s operations according to generally accepted auditing standards.

### **3.23 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, plant materials or plants, irrigation systems, windows, and vehicles on or around any job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

### **3.24 UNCONTROLLABLE CIRCUMSTANCES (A*Force Majeure*≡)**

The City and the Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including: fire; flood; explosion; strikes or other labor disputes; act of God or public emergency, war, riot, civil commotion, malicious damage; act or omission of any governmental authority; delay or failure or shortage of any type of transportation; equipment; service from a public utility needed for their performance; provided that:

1. the non performing party gives the other party prompt written notice describing the particulars of the *Force Majeure* including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the *Force Majeure*;
2. the excuse of performance is of no greater scope and of no longer duration than is required by the *Force Majeure*;
3. no obligations of either party that arose before the *Force Majeure* causing the excuse of performance are excused as a result of the *Force Majeure*; and
4. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute *Force Majeure*. The term of the Agreement shall be extended by a period equal to that during which either party=s performance is suspended under this Section.

### **3.26 TRIAL PERIOD**

The City reserves the right, prior to the award of an annual contract, to place a bidder on a ninety (90) day trial period for the purpose of determining the ability of the Contractor to

adequately perform the functions as specified in this bid.

## **PART 4. CONTRACTOR RESPONSIBILITIES/PENALTIES**

- 4.1 PURPOSE AND INTENT:** The City of Fort Lauderdale, Florida, is hereby requesting proposals, from qualified Contractors, **to furnish all labor, materials, and equipment to provide Interior Exterminating/Pest Control services** in various areas as specified within this document, for the control of roaches, palmetto bugs, silverfish, ants, wasps, fleas and rodents as per the terms, conditions and specifications contained in this Request for Proposals (RFP).

### **4.2 SCHEDULE**

Each location shall receive service calls on a monthly basis unless otherwise described in the final contract. The specific date and time of servicing shall be mutually agreed upon between the City and the successful bidder. This schedule may change to meet the operational needs of the City. Call back servicing is required with a maximum response time of eight (8) hours at no additional charge. Emergency response time shall be in no more than four (4) hours.

All building perimeters shall be serviced quarterly to protect against pest intrusion. This quarterly service shall be included in the rate proposed.

### **4.3 PENALTY SCHEDULE/DEDUCTIONS**

In the event the contractor shall not have completed all of the required services as outlined in the specifications, when the frequency requires, the Contractor will be required to make corrections of all discrepancies on the following work day, within eight (8) hours. These corrections must be completely performed in accordance with the specification requirements, if not, a deduction for the total cost for that location will be deducted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall result in the deduction of the total cost for that service.

Penalties are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Penalties will be applied in accordance with the Contractor's bid proposal form prices. A full penalty price will be levied against the Contractor each time service is not performed in full accordance with work specifications. Such penalties will continue until said service is performed or the contract is canceled.

### **4.4 CONTRACTOR'S PERSONNEL**

Contractor's employees are to present a professional appearance. Shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

Employees shall wear an appropriate uniform as well as a name tag specifying the name of

the employee and the Contractor=s company name. ***This provision will be strictly enforced.*** The contractor shall provide the City with a listing of all personnel assigned to the contract. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

#### **4.5 UNAUTHORIZED PERSONNEL**

The Contractor=s employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee.

The City of Fort Lauderdale prohibits teenagers, minors, or children to work in City owned buildings under this Agreement.

#### **4.6 MATERIALS/EQUIPMENT**

The Contractor shall provide all materials, chemicals, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. Use of the organophosphate pesticides including but not limited to **Malathion, Dursban** and **Diazinon** is prohibited. Preference will be given to those bidders utilizing biological and/or organic environmentally friendly solutions. The Contractor shall be responsible for all costs incurred in providing the required services. The quality of the supplies provided is subject to City approval.

#### **4.7 BUILDING SECURITY**

Facilities may have designated staff available to provide entry to and exit from or they may be on an alarm system. Contractor=s employees must be properly identified and are not to enter or leave buildings at will once reporting for duty. Entry and exit will be limited to the initial report for service and service completion time.

NOTE: Charges billed to the City of Fort Lauderdale, due to the failure of the Contractor=s employees to properly arm or disarm building=s alarm systems, shall be deducted from the Contractor=s monthly invoice.

At no time can the Contractors personnel be left without supervision at any Fire Department location. Scheduling and entry to the fire stations, when no one is available at the station, may be coordinated by the Contract Administrator.

#### **4.8 SAFETY**

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA ) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection

equipment is provided and decontamination/disposal guidelines are in compliance. In compliance with Chapter 442, Florida Statutes, any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the substance including:
  1. The potential for fire, explosion, corrosivity and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The Primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for first aid.
- e. A description in lay terms of the known potential health risks posed by the toxic substance intended to alert any person reading this information.

The bidder also warrants that the commodities supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

All materials and insecticides shall conform to applicable Federal, State, County and local ordinances, laws, statutes and regulations.

By signing this proposal, the bidder certifies that all material, equipment, etc. contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all cost necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the bidder.

#### **4.9 RESPONSIBILITY**

The Contractor shall notify the Parks Division, or the appropriate department personnel, in the event of scheduling delays, changes, or comments/complaints received from personnel at the locations being serviced. The Contractor shall perform his services during the hours as designated at each site and in consultation with management of each location.

Rodenticide and insecticides used shall be used with due precaution to avoid the

possibility of accidental harm to humans, domestic animals and pets. The Contractor shall use an odorless chemical that will not be harmful to food when pesticide spraying/servicing near any food areas.

## **PART 5. SERVICES REQUIRED/SCHEDULE OF SERVICES**

### **5.1 GENERAL INFORMATION**

The object of this service is to effectively control and eradicate insects, rodents, vermin, ants, cockroaches, palmetto bugs, silverfish, wasps, fleas, mites, scorpions and rodents (excluding termites) from the locations as listed in the proposal through the application of chemical and/or non-chemical pest control methods. The Contractor must employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides.

Resistance management practices must be utilized. Where baits are being used for rodents, the Contractor must rotate the bait stations. The Contractor shall check traps daily. Any trapped rodent will be removed by the Contractor and new traps issued. No poisons of any kind will be used to control rodents without prior approval by the City.

**Monthly Service:** Services shall be performed at least once per month at each location of service, unless otherwise specified in the Contractors proposal. The specific day and time shall be mutually agreed upon between the Contractor and management of the location being serviced. The schedule may be changed to accommodate the operational needs of the City.

In case of rodents, the Contractor shall check traps daily. Any trapped rodent will be removed by the Contractor and new traps issued. No poisons of any kind will be used to control rodents without prior approval of the City.

**Quarterly Service:** Perimeter treatment will be performed quarterly in addition to monthly service. Treatments may be applied no further than three (3) to four (4) feet away from the exterior wall and no more than two (2) to three (3) feet from the bottom of the exterior wall. Application of treatments to interior or exterior trees or other plant material is prohibited.

### **5.2 SERVICE REQUIREMENT**

A Florida Certified Pesticide Applicator's License shall be obtained by the Contractor and must be submitted prior to any pesticide application. Service technicians must have the applicable licensing with them at all times. Operator's licensing must be in the category of General Household Pest & Rodent Control.

Contractor must insure that trained personnel with proper licenses apply pesticides.

### **5.3 SERVICE STANDARD**

The Contractor must employ a responsible method of pest control management with the least

possible hazard to people, property and the environment and the most judicious use of pesticides. Where possible, Contractor may apply dusts, baits, and exterior treatments to accessible voids (switchplates, electrical outlets, plumbing areas, walls, attics and crawlspaces) as a control method and to minimize human exposure.

#### 5.4 SERVICE LOCATIONS

The following is a listing of facilities and current operating hours of offices within the facility. It also gives estimated square footage of the required services.

<u>Building/Location</u>	<u>Hours of Operation</u>	<u>Est. Square Footage</u>
1. City Hall, 100 North Andrews Avenue (8 <sup>th</sup> floor break area only)	6:00 am – 8:00 pm	5,000
2. Fire Station No. 2, 301 North Andrews Ave.	9:00 am – 5:00 pm	7,500
3. Fire Station No. 3, 2801 SW 4 Avenue	9:00 am – 5:00 pm	3,631
4. Fire Station No. 8, 1022 W. Las Olas Blvd.	9:00 am – 5:00 pm	2,790
5. Fire Station No. 13, 2871 East Sunrise Blvd.	9:00 am – 5:00 pm	9,484
6. Fire Station No. 29, 2002 NE 16 Street	9:00 am – 5:00 pm	3,534
7. Fire Station No. 35, 1841 E. Commercial Blvd.	9:00 am – 5:00 pm	7,038
8. Fire Station No. 46, 1121 NW 9 Avenue	9:00 am – 5:00 pm	3,569
9. Fire Station No. 47, 1000 SW 27 Avenue	9:00 am – 5:00 pm	3,569
10. Fire Station No. 49, 1015 Seabreeze Blvd.	9:00 am – 5:00 pm	6,690
11. Fire Station No. 53, 5555 NW 23 Avenue	9:00 am – 5:00 pm	5,261
12. Fire Station No. 54, 3200 NE 32 Street	9:00 am – 5:00 pm	7,602
13. Fire Station No. 88, 6300 NW 21 Avenue	9:00 am – 5:00 pm	3,049
14. CPI (Community Policing), 1113 E. Sunrise	8:00 am – 4:00 pm	5,000
15. Internal Affairs, 642 NE 3 Avenue	7:00 am – 5:00 pm	1,200
16. Mounted Unit, 700 NE 9 Street	7:00 am – 5:00 pm	1,860
17. Police Department, 1300 W. Broward Blvd.	7:30 am – 3:30 pm	23,223
Police Jail (available after Jan 1, 2001)	7:30 am – 3:30 pm	10,000
Kitchen (available after Jan 1, 2001)	7:30 am – 3:30 pm	976
18. Evidence Storage Warehouse, 501 SW 21 Terr	By Appointment Only	2,295
19. SID, 101 N. Andrews Ave.	8:00 am – 5:00 pm	3,135
20. Marine Unit, 1784 SE 15 Street	7:00 am – 5:00 pm	1,000
21. Narcotics Shed, 1300 W. Broward Blvd.	By Appointment Only	700



## **PART 6. CONSIDERATION FOR AWARD/AWARD PROCEDURES**

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal. **Maximum points available are 30.**
2. Experience, qualifications, and past performance of the proposing firm, including persons proposed for the project and facilities and resources. **Maximum points available are 40.**
3. Estimated cost to the City. **Maximum points available are 30.**

**Total Points Available are 100.**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff and other persons selected by the City. It will be a two step process. In step one, the committee will evaluate all responsive proposals based upon the information contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and proposer=s agree to furnish such information. The City reserves the right to award the contract to that proposer who will best serve the interest of the City. The City reserves the right, based upon its= deliberations and in its= sole opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers.

## **PART 7. REQUIREMENTS OF THE PROPOSAL/ PROPOSAL FORMAT**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6<sup>th</sup> Floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS SIX (6) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS**

**The above requirement totals seven (7) copies of your proposal.**

### **PROPOSAL PAGES ARE AS FOLLOWS:**

Proposal Pages - Signature Page  
Proposal Pages - Part I: Cost Proposal  
Proposal Pages - Part II: Technical Proposal  
Proposal Pages - Part III: Questionnaire  
Attachments to your Proposal

## PROPOSAL SIGNATURE PAGE

**To: The City of Fort Lauderdale**

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

**Proposal Submitted By:**

**Name (printed):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company (legal registered):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:**

Addendum No.	Date Issued
--------------	-------------

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below OR reference in the space provided below all variances contained on other pages of the RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the space below, it is hereby implied that your proposal complies with the full scope of this RFP.

**Variances:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

---

## PROPOSAL PAGES - PART 1.: COST PROPOSAL

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following prices for supplying the City of Fort Lauderdale with the services called for in RFP 702-8339:

			UNIT PRICE	TOTAL PRICE
1.	3 EA	Minimum Charge for locations under 1001 square feet	\$_____ (monthly charge per location)	\$_____/mo
2.	92,207 sq. ft.	Locations 1,001 – 15,000 Square Feet	\$_____ (SQ. FT.)	\$_____/mo
3.	23,223 sq. ft.	Locations over 15,001 Square Feet	\$_____ (SQ. FT.)	\$_____/mo
		TOTAL OF ITEMS 1, 2 & 3		\$_____

\* all call backs will be done free of charge

## **PROPOSAL PAGES - PART 2.: TECHNICAL PROPOSAL**

**Proposers shall prepare their proposals using the following format:**

### **A. LETTER OF TRANSMITTAL:**

This letter shall be on the proposer=s letterhead and shall convey the following information:

1. Summarize in a brief and concise manner, the proposer=s understanding of the nature and scope of the work to be performed for the City.
2. Specifically reference each and every document submitted as a part of the proposal.
3. Name all persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
4. A listing of chemicals intended for use and a general description of the method of treatment, frequency and application intended.

### **B. REQUIRED SECTIONS OF RFP:**

The sections of this document that is required to be submitted by all proposers (See Part 7).

### **C. ORGANIZATION PROFILE AND QUALIFICATIONS:**

The information and data relative to the qualifications of the proposer and the manner in which the proposer plans to furnish the required services, will be given primary consideration in the evaluation and award of this RFP. Therefore, it is vital that the proposal fully and accurately describe the proposer. Information shall include the following:

1. Size of organization.
2. The range of activities the firm has previously provided or in which it is currently engaged.
3. The resources/equipment the firm has at its disposal to successfully provide Pest Control Services for the various locations in this RFP
4. The firm=s experience with projects similar in scope of work for the past three (3) years. Provide agency name, address, telephone number, contact person and date(s) service was provided.
5. List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years
6. Resumes, including years of experience, of those individuals who will have a direct role in the on-site supervision of services (include any certifications, etc.).
7. References (at least three), include company name, contact and phone number.

### **D. STATEMENT OF WORK:**

The proposer shall explain each section of the Scope of Work as he/she understands it and detail the technical approach to be taken by the proposer to furnish the required services. A detailed work plan will be submitted on company letterhead that will provide the estimated number of personnel and working hours required to perform the specified services in a diligent and

workman-like manner. The work plan is to also address the level of supervision proposed.

### **PROPOSAL PAGES - PART 3.: QUESTIONNAIRE**

#### **Prior Experience:**

Number of years experience the proposer has had in providing similar services:

\_\_\_\_\_ Years

1. Have you ever failed to complete work awarded to you? If so, where and why?

---

---

---

---

2. List (and attach copies) any licenses/permits, etc. you hold for performing this type of service:

---

---

---

---

3. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will and identify the subcontractor:

---

---

---

---

4. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten (10%) interest:

- a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

---

---

- b. List all judgements from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:

---

---

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer

to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

**PROPOSAL IDENTIFICATION:**

Please indicate the following on the face of your sealed proposal package:

RFP NO. 712-8339 Pest Control Services  
Opening Date: 8/28/00

Pest Control 00-01

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority



group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and

encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When

specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

**PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a

Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the

bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 11/98